IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 131 OF 2004

Suresh K. Punekar and others ..

Petitioners Versus

The Bank of Maharashtra and another ...Respondents

Mr. Y.S. Bhate, instructed by Mr. R.G. Londhe, for the petitioners.

Mr. Girish Kulkarni, instructed by Mr. M.G. Kulkarni, for respondent No.1.

CORAM: **V.G. PALSHIKAR, Ag. C.J., & V.M. KANADE, J.**

DATE: **JULY 26, 2006**.

P.C.

By this petition, the petitioners pray that they are entitled to pension as per the provisions of Bank of Maharashtra (Employees') Pension Regulations, 1955 (hereinafter “the said Regulations”) and consequential reliefs as prayed for.

2. It is the contention of the petitioners in grounds (b) and (c) of the petition that any settlement or agreement entered into by Indian Banks' Association on behalf of all the member Banks in respect of the subject matter of the present writ petition cannot be contrary to the

provisions of the said Regulations. It is then stated that if any settlement or agreement is arrived at, the same cannot override the provisions of the said Regulations. In effect, what is contended by the Petitioners is that though there is a settlement or agreement with the Indian Banks Association in respect of the subject of pension, it is not binding on the petitioners. Firstly, such contention cannot be raised in a writ petition without making the Indian Banks Association as a party respondent. All benefits that have been so far received by the petitioners are outcome of an agreement or bipartite or tripartite settlements.

3. Even the revision in the pension awarded to the retired employees of the Bank effective from 2nd May, 2005 is also result of bipartite settlement entered into at industry level on that day. These averments were dealt with in paragraphs 3 and 4 of the affidavit in reply filed on behalf of respondent No.1.

4. It has also been explained at length the manner in which the settlements were arrived at and the benefits which flow from the settlements as having factually enjoyed by the various employees of the Bank at various stages. That being the factual position, no challenge

to the grant made as per the said Regulation from a particular date can be entertained. In addition, Indian Banks Association is not a party to such a lis. In our opinion, therefore, the writ petition is not maintainable for this reason. We need not go into other contentions raised in the petition.

5. Submissions were made before us pertaining to the maintainability of the petition on the basis that the Bank of Maharashtra is a State. We, however, need not go into that question as the petition is not tenable because it impugns a bipartite settlement or its fall out without making Indian Banks Association a party to this petition.

6. It has also been specifically pleaded by the Bank that pension paid to the petitioners is in accordance with Regulation 35 of the said Regulations and the difference is only as to what the word “pay” means which has been subject matter of the bipartite settlement between the parties. That being the position, there is no reason to interfere with the impugned order. The petition is accordingly dismissed.